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Buffalo-Fort Erie Public Bridge
Authority And Ibt Local Local 75
(Bridge Toll/Maint)



PA
BC

COLLECTIVE AGREEMENT

TEAMSTERS LOCAL UNION NO. 375, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

AND

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

APRIL 1, 2002 through and including March 31, 2006

Received
7/24/03



BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY ■ PEACE BRIDGE PLAZA
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PURPOSE AND INTENT

THIS AGREEMENT entered into by and between the BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY, Peace Bridge Plaza, in the City of Buffalo, County of Erie and the State of New York, (hereinafter referred to as "The Authority") and TEAMSTERS LOCAL UNION NO. 375, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter referred to as "The Union") evidences a desire of the parties hereto to promote and maintain harmonious relations between the Authority to bargain with them through the Union as their representative.

ARTICLE - 1 - RECOGNITION

- 1.1 The Authority recognizes the Union as the bargaining agent for a unit of employees of the Authority who are resident in the United States and or Canada and who work in the United States or in the United States and Canada upon or in connection with the operation or maintenance of the bridge across the Niagara River between the City of Buffalo and the Town of Fort Erie and who are classified as skilled tradesperson (i.e. electrical, electronics ...), toll and traffic officer, maintenance 2 (general maintenance), janitor and maintenance 1 (general labor) and part-time employees, excluding management, clerical and supervisory personnel. A part-time employee is a permanent Authority employee scheduled for no more than twenty-four (24) hours per week. Part-time job openings will not be posted.

ARTICLE - 2 - UNION SECURITY AND DUES

- 2.1 Except as prohibited by law, it shall be a condition of employment that all present employees in the bargaining unit shall become members of the Union within thirty (30) days of the date of signing this agreement and remain members of the Union. A new employee shall become a member of the Union not later than the date on which they complete their probationary period and they shall maintain their membership.

THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO TEMPORARY EMPLOYEES.

- 2.2 On the first pay period of each month the Authority will deduct from the pay due to each employee in the second month of his employment an amount equal to the regular monthly dues which are uniformly authorized and collected under its constitution and by-laws. The Union shall notify the Authority in writing from time to time of the amount of such monthly dues. The amount so deducted for dues under this paragraph will be forwarded by the Authority to the Union not later than

the fifteenth (15th) day of the month following the month in which the deduction was made together with a list of the names of employees whose pay union dues were deducted.

- 2.3 The union will indemnify and save the Authority harmless from and against any and all claims and demands which may be made by an employee against the Authority arising out of the deduction from their pay for such dues and their remittance to the Union pursuant to this Article.
- 2.4 When a new employee is hired, the Authority will present them with a Union membership application and a dues check off card, (provided the Union supplies the Authority with such cards), and when the employee signs such cards, the Authority will forward them to the Union.

In addition to deducting Union dues pursuant to Article 2.2, the Authority will also deduct from the pay due to each employee at the times and in the amounts agreed upon between the Authority and the Union, sums totaling an amount equal to the initiation fee which is uniformly authorized under its Constitution and By Laws. The Union agrees to provide the Authority with a least thirty (30) days notice prior to any increases in the initiation rates presently in effect. The provisions of this paragraph, save for the dues check-off cards, shall not apply to temporary employees under Article 8.

- 2.5 The Authority will notify the Union Steward of any temporary employee who refuses to sign a Union card. The notification will be made within seventy-two (72) hours of the refusal.
- 2.6 The Union agrees to notify the employer, on a monthly basis, (check-off billing list), of any arrears in dues and/or initiation/re-initiation fees. The employer will deduct and remit any and all amounts billed by the Local Union. If for any reason dues are over-withheld or withheld in error, the Union will arrange to refund the overage directly to the employee.
- 2.7 The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to Drive. Drive shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her bi-weekly paycheck for all pay periods worked. The phrase "weeks worked" excludes any weeks other than pay periods in which the employee earned a wage. The employer shall transmit to Drive national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of

Teamsters shall reimburse the employer annually for the employer's actual cost for the expense incurred in administering the bi-weekly payroll deduction plan.

ARTICLE - 3 - UNION REPRESENTATION

- 3.1 The Union may elect or appoint and the Authority will recognize a Committee of three (3) employees, two (2) of whom shall be designated as Stewards. Any two (2) such employees shall also form a Committee to negotiate this Agreement and its renewal. The Authority will pay any two (2) such employees at their regular rate of pay for all regularly scheduled working time spent in such negotiations, provided the amount of time so spent is not unreasonable in the opinion of the Authority.
- 3.2 The Authority will similarly pay Stewards for all regularly scheduled working time spent in investigating and processing grievances, provided the amount of time so spent is not unreasonable in the opinion of the Authority.
- 3.3 No Committee member, including the Steward, shall leave their work, on Union business, without the consent of their immediate Supervisor, which consent shall not be unreasonably withheld.
- 3.4 The Union will notify the Authority in writing of the names of the Committee members and Stewards from time to time, provided that the Authority will not be required to recognize an employee as a member of the Committee or as a Steward until receiving such notice in writing.

ARTICLE - 4 - MANAGEMENT'S RIGHTS

- 4.1 The management of the Authority's undertakings and all of the other usual rights of management are vested exclusively in the Authority and without limiting the generality of the foregoing the Authority has the right to:
 - (a) hire, suspend, discipline or discharge employees for just cause and to maintain discipline and employee efficiency;
 - (b) assign work, transfer and promote, determine and rotate shifts and assign employees to shifts and to classify employees in job classifications both on a temporary (30 days or less) and permanent basis;
 - (c) make and enforce rules and regulations to maintain discipline, safety and efficiency;
 - (d) to engage independent contractors to do any work (including but not limited

to bridge painting), provided that the Authority will not eliminate nor discontinue any job classification or engage an independent contractor to do any work for the purpose of avoiding the terms of this Agreement or any other collective agreement to which the Authority is or may be a party.

Letter of Intent dated 12/2/02 provided as clarification to existing article and will form part of the Collective Agreement as Appendix A.

- 4.2 In the event of a complaint that the Authority is exercising its right of management contrary to any express provision of this Agreement, the complaint may be taken up under the Grievance Procedure set forth in Article 9 of this agreement.

ARTICLE - 5 - STRIKES AND LOCK-OUTS

- 5.1 So long as this Agreement continues to operate, the Authority agrees there will be no lock-out and the Union agrees there will be no interruption or impeding of work, work stoppage, strike, sit down, slowdown or any other interference with the operations of the Authority by the Union or its bargaining unit employees.
- 5.2 In addition to any other sanctions, or in recognition of the sanctions, prescribed or authorized by law, the failure or refusal by any employee to comply with the provisions of this Article shall be cause for discharge.

ARTICLE - 6 - NO DISCRIMINATION

- 6.1 The Authority and the Union agree that there will be no discrimination against any employee because of gender, sexual orientation, race, color, religion, sex, national origin, age, marital status, or the presence of non-job related medical condition or disability or because of their membership in the Union.

ARTICLE - 7 - SENIORITY

- 7.1 An employee shall be considered to be probationary and will not have any seniority until they have completed ninety (90) calendar days of service with the Authority after which their name will be placed on the seniority list. Temporary employees shall not acquire seniority. No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee or a temporary employee mentioned in Article 8.
- 7.2 A seniority list, including part-time employees, will be prepared by the Authority and revised every six (6) months. One copy of each such list will be posted on the bulletin boards mentioned in Article 21. Two copies of such list will be given by the Authority to the Union.

Note: Part-Time employees prior to the date of this Agreement, may have two seniority dates, one for pension purposes and one recognized as date of seniority.

7.3 In all cases of layoff, recalls, promotions, filling of vacancies or new jobs, (other than appointments to positions outside of the bargaining unit) and demotions, the following factors will be considered:

- (a) Seniority;
- (b) Skill, ability, knowledge, training and physical fitness.

It is understood that where the qualifications in factor (b) are relatively equal, factor (a) shall govern, and bargaining unit employees shall be given preference over outsiders. In the evaluation of factor (b) the Authority shall be the judge, but if an employee believes that a proper evaluation of factor (b) with respect to their qualifications, has not been made, they may file a grievance under the provisions of the grievance procedure. Part-time employees will be laid off before full time employees.

- 7.4 (a) Whenever a vacancy occurs in any of the job classifications in Schedule "A" and the Authority proposes to fill the vacancy or whenever a new job classification is established, the Authority will post (on the bulletin board mentioned in Article 21) for a period of ninety-six (96) hours, notice of such vacancy or new job, except that part-time vacancies will not be posted. An employee who wishes to apply for any such posted job shall submit their application in writing to the Authority within such 96-hour period.
- (b) If the posting is for a new job, the notice will contain the nature of the job, the qualifications required and the rate of pay. Any posting not filled within 60 days shall be withdrawn.
- (c) The successful applicant for a vacancy shall be given a trial period of sixty (60) days, during which time he/she shall be provided with adequate training and instruction. After adequate training and instruction has been provided, the employee may be returned to their former classification within his/her sixty (60) day trial period if the Authority deems the applicant to be unqualified. An employee also will have the right to return to his/her former classification within the sixty (60) day period.

7.5 When an employee is promoted to a Supervisor's position, they shall retain and

accumulate seniority for a period of one (1) year, while a Supervisor. If they are demoted or choose to return to the Union within one (1) year, they shall be returned to the classification in which they were employed at the time of their promotion.

7.6 An employee's seniority shall cease if they:

- (a) are discharged and not reinstated through the Grievance or Arbitration procedures; or
- (b) quit their employment; or
- (c) are called back to work after a layoff of less than 12 months and do not report for work within seven (7) days after the Authority sends notice of recall by certified mail or telegram to the last address of the employee of which the Authority has record; or
- (d) are laid off for more than 24 months without being called; or
- (e) fail to return to work upon the expiry of a leave of absence, if satisfactory prior notice has not been given to the Authority.
- (f) are absent from work without notification for 20 workdays, and the employee shall be deemed to have resigned their position unless the employee or family member has contacted the employee's supervisor or Human Resources Department.

7.7 Absence due to proven illness shall not result in loss of seniority.

ARTICLE - 8 - TEMPORARY AND PART-TIME EMPLOYEES

- 8.1 Students may be hired on a temporary basis for the period of, May 1 to October 31 inclusive, and up to five (5) students may be hired during the Christmas, New Year period as outlined in paragraph three of Article 18.3. Once each month they shall pay an amount equal to the regular monthly Union dues which shall be deducted from their pay and remitted to the Union as provided for in Article 2.2.
- 8.2 A part-time employee shall be defined as a person who is employed for not more than twenty-four (24) hours per week. A part-time employee may be used in a bonafide emergency, (e.g. Bomb Threats, Major Accidents, and Hazardous Spills, etc.) but in no case to be called in for an extra shift over the twenty-four (24) hours unless full-time employees are not available to cover it. Violations of these terms

will result in a part-time employee becoming full-time.

Two part-time employees will be transferred to full-time upon ratification of this contract. Any new part-time employees (up to six (6)) effective with ratification of the contract will be paid \$13.50 per hour and will receive as outlined in B.3 coverage under the terms and conditions of the Teamsters Plan.

Applicability of other benefits to part-time employees follows:

Holidays - Eleven (11) paid holidays; paid in accordance with Articles 17.1 and 17.3.

Vacation – One (1) week (twenty-four hours) paid entitlement after one (1) year of service.

Sick – Part-time employees will receive forty-eight (48) hours of unpaid sick accrual on January 1st of each year. Part-time employees will be allowed six (6) unpaid sick calls. When all unpaid sick time has been used the part-time employee will provide to the Authority a statement from a physician indicating the date the employee may return to work and is able to perform all the duties of the position. A doctor's certificate will not be required by the Authority in the case of employee illness for a period of absence of less than three (3) consecutively scheduled days. To assist in rescheduling, employees calling in sick with an indefinite return date must give the Authority at least twenty-four (24) hours notice of their intention to return.

It is further understood that Article 12.8 is applicable to all part-time employees.

Bereavement – Unpaid time off will be granted in accordance with Articles 13.1 and 13.2.

Jury duty – Unpaid time off will be granted in accordance with Article 12.7.

Uniforms – Granted in accordance with Articles 20.1 and 20.2.

Shift differential – Granted in accordance with Schedule A.8.

Long-term disability – Benefit not granted to part-time employees.

Pension Plan – Granted in accordance with Schedule B.1.

Other retirement benefits – Part-time employees will not be granted the life insurance payout of \$10,000 (Schedule B.2), group medical insurance, dental

insurance or vision coverage.

Wage progression table is not applicable. Annual percentage increases per the collective agreement will apply.

- 8.3 No temporary or part-time employee shall be hired for the purpose of reducing the scheduled workweek of the full time employee.

ARTICLE - 9 - GRIEVANCE PROCEDURE

- 9.1 In the event of a complaint by an employee who is covered by this Agreement that they have been dealt with contrary to its terms or that they have been unjustly disciplined, the employee shall first discuss the matter with their Supervisor.

- 9.2 If the matter is not settled by such discussion, the employee may take the matter up as a grievance under this Article. All grievances shall be numbered, dated and in writing and shall contain a concise statement of the facts complained of and shall state the Article of this Agreement which the Authority is alleged to have violated. A grievance shall be filed at Step 1 of the Grievance Procedure within and not after five (5) working days (when administrative offices are scheduled to be open) of the date of incident giving rise to the grievance otherwise it shall be deemed to have been withdrawn.

- 9.3 The following procedures shall be adhered to in processing grievances and in all cases at least one (1) steward shall be present:

Step 1 The aggrieved employee shall present their grievance to their Supervisor. They may be accompanied by their Steward. The Supervisor will deal with the grievance and give their answer in writing within three (3) working days (when administrative offices are scheduled to be open) after the date upon which they received the grievance. Copies of the grievance and written response will be provided to the Facilities Manager.

Step 2 If the grievance is not settled by the decision of the Supervisor, it may be presented to the Facilities Manager within and not after three (3) working days (when administrative offices are scheduled to be open) of the date a Union Steward receives the Supervisor's written answer to the grievances. The Facilities Manager will give a decision in writing within three (3) working days (when administrative offices are scheduled to be open) after the date upon which the grievance was received.

Step 3 If the grievance is not settled by the decision of the Facilities Manager, it may be presented to the General Manager Operations or the General Manager Corporate Services and the Human Resources Manager by the

Steward within and not after five (5) working days (when administrative offices are scheduled to be open) of the date upon which a Union Steward receives the Facilities Manager's written answer to the grievance. The General Manager Operations or the General Manager Corporate Services, as the case may be, will give their decision in writing within five (5) working days (when administrative offices are scheduled to be open) after the date upon which they receive the grievance. If the grievance is not settled by the decision of the General Manager Operations or the General Manager Corporate Services or if they do not give a decision in writing, the Union may, within and not after fifteen (15) working days (when administrative offices are scheduled to be open) of the date the grievance was presented to the General Manager Operations or the General Manager Corporate Services, refer the matter to Arbitration under Article 10.

- 9.4 The officials of the Authority mentioned in Steps 1, 2, and 3 shall meet the Steward/Stewards and the employee when a grievance is being processed and the parties shall discuss and attempt to settle the matter. A representative of the Union may attend any such meeting. The time limits mentioned in this Article may be extended by mutual consent of the parties.

- 9.5 A Union Policy Grievance shall be signed by a Union representative and will be taken up with the Facilities Manager at Step 2 within two (2) working days (when administrative offices are scheduled to be open) of the receipt of the grievance. At Step 2 the parties involved shall be limited to a Supervisor and the Facilities Manager representing the Authority and the Union Representative and the two stewards representing the Union.

(a) If the grievance is not settled or if a decision in writing is not made within ten (10) working days (when administrative offices are scheduled to be open) from the date of the meeting it may be presented to an Authority Committee composed of the General Manager Operations, the Facilities Manager, the General Manager Corporate Services and the Human Resources Manager and a Union Committee composed of the Union Representative, the two Stewards and a union Member representing the grieving group. A meeting of the two Committees shall be convened no later than five (5) working days (when administrative offices are scheduled to be open) from the date of receipt of the grievance.

(b) If the grievance is not settled within five (5) working days (when administrative offices are scheduled to be open) of the meeting of the Committees the Union may refer the matter to Arbitration.

- 9.6 A policy grievance of the Authority shall be in writing and will be taken up by the

Facilities Manager with a Steward within and not later than ten (10) working days (when administrative offices are scheduled to be open) of the date of the incident giving rise to the grievance.

If no Steward has been appointed or elected, the grievance may be sent to the Union by certified mail, addressed to TEAMSTERS LOCAL 375, 656 Englewood Avenue, Buffalo, NY 14223-2432, within such ten (10) day period. If the grievance is not settled within fifteen (15) working days of the date it was taken up with the Steward or sent to the Union by certified mail, as the case may be, the Authority may refer the grievance under Article 10.

An Arbitrator under Article 10 shall not have jurisdiction to entertain any grievance which has not been duly processed through the Grievance Procedure set out in this Article.

- 9.7 An employee has the right to be accompanied by a union steward for any discussion between the employer and the employee that could lead to disciplinary action by the employer.

ARTICLE - 10 - ARBITRATION

- 10.1 When a difference arises between the Authority and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

The parties shall pay the cost of their respective appointees and share equally the fees and disbursements of the arbitrator.

- 10.2 The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement.

ARTICLE - 11 - DISCHARGE AND SUSPENSION CASES

- 11.1 Where an employee is discharged or suspended as a disciplinary measure, they may file a grievance at Step 2 under Article 9 within and not after three (3) working days of such discharge or suspension.

- 11.2 Where a grievance against discharge or suspension is not settled and duly comes before an Arbitration Board, the Board may make a ruling:
- (a) confirming the Authority's action; or
 - (b) reinstating the employee with or without compensation for time lost; or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 11.3 For disciplinary measures all infractions of Rules and Regulations that are over two (2) years old will be removed from an employee's record effective April 1, 1995.
- 11.4 The Authority will furnish to the employees and the Union any records that could be used in an arbitration hearing.

ARTICLE - 12 - LEAVE OF ABSENCE

- 12.1 The Authority may grant a leave of absence, without pay, not exceeding one (1) month, to any employee for personal reasons having due regard for the Authority's operational and maintenance requirements; provided that notice of the request is given in writing five (5) working days in advance, if possible, and the reasons for requesting the leave of absence are set out in the notice. A leave of absence under this paragraph may be extended by the Authority, and will be without loss of seniority. Sick leave and vacation credits will not accrue during the leave granted, and health, dental and life insurance benefits will be paid for one month only.
- 12.2 The Authority may also grant a leave of absence for a maximum of two (2) employees at one time to attend a Union convention or similar Union function, having due regard for the Authority's operations and maintenance requirements; provided that notice of the request is given in writing by the Union and the names of the employee or employees are set out in the notice.
- An employee on a leave of absence for Union business will not be paid, and there will be no loss of seniority. Sick leave and vacation credits will not accrue during the leave and health, dental and insurance benefits will be paid for one month only.
- 12.3 An employee who is elected to an office in the Union which requires them to take full time employment with the Union will be granted a leave of absence for not more than one (1) year, but no more than one employee at a time will be entitled to a leave of absence under this paragraph. A leave of absence under this paragraph may be extended by the Authority.

- 12.4 When the Authority grants a leave of absence to an employee in writing it shall set out the length of leave of absence granted, the purpose of it and the terms, if any, upon which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another will be subject to discharge.
- 12.5 An employee, while on sick leave of absence and without sick leave accumulation will be paid for holidays occurring during that leave up to one (1) year, effective with the ratification of the current contract.
- 12.6 The following are benefit explanations associated with leaves:
- (a) The following are benefit explanations associated with leaves:
Workers' Compensation Leave - No loss of benefits or allowances for a period of up to two (2) years, effective with the ratification of the current contract. Employees may use personal leave to attend Workers Compensation hearings, and will notify the Supervisor in advance.
 - (b) Sick Leave with accumulation of sick time - no loss of pay, benefits or allowances.
 - (c) Sick leave without accumulation of sick time - no accumulation of sick leave or vacation;
 - no pay other than as in 12.5;
 - other benefits continue for one (1) year.
- 12.7 The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in court. The employer shall pay such an employee the difference between his normal earnings and payment he receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount of pay received. The employer shall continue to pay the employee his normal pay during the period of jury duty.
- 12.8 An employee who is off sick with or without time will be required in accordance with the FMLA policy to complete an FMLA certificate from a licensed physician. The Human Resources Department will review the doctor's statement and if the statement is acceptable proof of illness, the statement will be placed in the employee's personnel file and recorded as granted Family Medical Leave. The statement will contain 1) the name of the employee treated; 2) the date(s) the employee was examined and tested; 3) the date the employee may return to work. The employee will provide to the supervisor a statement from the physician

indicating the date the employee may return to work and is able to perform all the duties of the position.

ARTICLE - 13 - BEREAVEMENT LEAVE

- 13.1 When a death occurs in an employee's immediate family, they will be entitled to three (3) working days off with pay. The expression "immediate family" shall mean, spouse, child, mother, father, sister, brother, parent-in-law, stepchild and step-parent. The same provision shall apply to any other relative who lived in the employee's household at the time of death. The employee must fill out a bereavement leave form.
- 13.2 An employee will be entitled to one (1) day off, with pay, to attend the funeral of a grandparent, brother-in-law, sister-in-law, grandchildren and aunt and uncle not covered under 13.1. The employee must fill out a bereavement leave form.

ARTICLE - 14 - REPORTING AND CALL-IN PAY

- 14.1 When an employee is scheduled for work and reports for work at the beginning of their regularly scheduled shift without having been previously notified by the Authority not to report, they shall be entitled to be paid a minimum of eight (8) hours pay at their regular straight time hourly rate, provided the employee performs any work which is available and which is assigned them.
- 14.2 When an employee is called back to work after they have completed their regularly scheduled shift and left the Authority's premises, they shall be paid a minimum of four (4) hours pay at their regular rate or shall be paid at time and one-half (1-1/2) their regular straight time hourly rate for all time actually worked, whichever is the greater of the two.
- 14.3 An employee, while on vacation, will not be called to work and no grievance will be filed by said employee.
- 14.4 When overtime is scheduled and accepted by an employee, the Authority may, for valid reasons, cancel the overtime work and the employee will be paid one-half of the hours scheduled at time and one-half his regular hourly rate with the appropriate overtime hours charged to him.

ARTICLE - 15 - HOURS OF WORK AND OVERTIME

- 15.1 The regular workweek shall consist of forty (40) hours worked in (5) days of eight (8) hours each. The workweek shall start at 12:01 a.m. on Saturday.

- 15.2 The regular hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.
- 15.3 Time and one-half will be paid for all work done in excess of eight (8) hours in one day or forty (40) hours in one week, but not both.
- (a) Double time will be paid after fifty-six (56) hours in one week.
- 15.4 (a) Notwithstanding Article 15.3, when an employee is required to work on their regularly scheduled day off, they will be paid either at time and one-half their regular rate of pay for all work done on that day or be given another day off, whichever is agreed upon between the employee and the Authority.
- (b) An employee shall not be required to lay off to absorb overtime.
 - (c) Time and one-half shall be paid for all hours worked after seven (7) consecutive scheduled working days (exclusive of overtime and shift changes by employees)
- 15.5 (a) The Authority recognizes the merit of equitable distribution of overtime. In recognition of this principle, the Authority shall make every effort to distribute overtime equitably among the employees who normally perform, in the classification, the work to be done.

In applying this principle, it is understood that if overtime is required at the end of any shift, and it appears that the overtime will be required for four (4) hours or less, the employee on that shift would normally be assigned to perform such overtime.

If it appears that overtime is going to be required for more than four (4) hours those employees from that Classification with the least amount of overtime hours charged will be asked in ascending order.

For the purposes of this sub-section, overtime opportunities offered but refused, shall be counted as overtime worked; however refusals will not be charged if it is an extension of shift.

All overtime will be assigned beginning with the person with the least amount of overtime charged. No employee will work more than sixteen (16) consecutive hours unless in an emergency situation.

- (b) In the event that the necessary staff cannot be maintained on a voluntary basis, the junior person or persons in terms of seniority, then working on their regularly scheduled shift must remain on duty.
- (c) All overtime will be assigned beginning with the person with the least amount of overtime charged. In the event that overtime is called out of order, the Stewards will meet with the Authority to ascertain the reasons prior to the filing of any grievance. The grievance time frames stipulated in Article 9.3 shall not commence until such a meeting has been held.

In the Maintenance / Janitorial classification only, if overtime is expected to be for 2 hours or less, excluding winter control, and is required at the end of any shift, then the employee(s) currently on the particular assignment will be permitted to continue notwithstanding the above.
- (d) With respect to extra shifts for which overtime may be payable, the Authority will attempt, on an annual basis, i.e. from January 1, to December 31, to divide such overtime shifts equitably among those employees in the classification where the overtime is required.
- (e) Refusals shall only be charged in the classification in which the overtime is to be worked.
- (f) If the Stewards receive a written complaint by an employee that they are not receiving an equitable distribution of overtime, they shall, on request, be afforded an opportunity to check the overtime records of the Authority for the period under review. To assist the Stewards, the Authority will supply to the Stewards a monthly overtime listing indicating a review of hours worked and refusals for each classification.
- (g) If it is understood that newly hired or part-time employees advanced to full-time will not start with a zero overtime basis for the purposes of this Article, but rather at the time of hire or advancement will start with an overtime basis which coincides with the most amount of overtime assigned to any employee in the classification.

- (h) At the beginning of each succeeding year, each employee will start with a zero overtime basis.
 - (i) At the beginning of each succeeding year, the attempt at equalization or equity under this Article shall start in the order of seniority of the employees who normally perform the work in the classification for which overtime may be payable.
- 15.6
- (a) Both parties agree to the extent possible with the principles of the five (5) day week with two (2) days off. The Authority will meet with the Stewards to attempt to form a schedule embodying these principles.
 - (b) In any event, no one will be required to work more than seven (7) consecutive days without getting two (2) consecutive days off unless agreed by mutual consent or in a utility shift.
 - (c) Where future changes in the schedule are required, the Authority will meet with the Stewards to discuss same. It is understood, however, that the agreement of the Union will not be required for schedule changes.
 - (d) When shifts change during the year (twice yearly) and the wheel starts and ends, at least fifteen (15) calendar days notice will be given prior to the changes.

The provisions of this Section will only apply to the regular full-time staff, that is, it will not apply to part-time or temporary employees.

- 15.7
- (a) All employees will have the option of being paid for all overtime, holiday time, or on-call time in accordance with the terms of the collective agreement and any Memorandum of Agreement or to bank the equivalent amount of time. For example, 8 hours of OT or holiday worked time can be banked and be taken as 12 hours of lieu time. 8 hours of on-call time or holiday time not worked is equivalent to 8 hours of lieu time.
 - (b) On January 1st of each year all full-time employees will receive twenty-four (24) hours of banked time.
 - (c) If an employee chooses to bank time the following are the rules for doing so:
 - i. At the time OT, holiday, or on-call time is worked, the employee must notify the supervisor as to their intention to bank. If there is no indication, the employee will be paid as per the collective agreement.

- ii. All banked time will go into the employee's lieu bank and will be treated in a like manner as personal leave time meaning that fifteen (15) days advance notification should be given prior to the use of any banked time. However, lesser notification is acceptable if the requested hours off are agreed to between the employee and their supervisor having due regard for the Authority's right to maintain a qualified workforce.
- iii. The Authority reserves the right to deny any request for the use of banked lieu time in order to maintain a qualified workforce. Employees are encouraged to utilize banked time between May and September when the likelihood of having lieu time off approved is much higher because of the presence of summer students.
- iv. In the event an employee has not used or booked his banked time prior to December 15th, then the employee will be paid out at the employee's regular rate of pay. Alternatively, the employee must advise Payroll by no later than December 15th that he intends to carry over any unused banked time into the following calendar year. At the same time, the employee must advise Payroll as to their intention to carry over into the following calendar year any banked time accrued between December 15th and the end of the year.
- v. Any banked time carried over into the following calendar year is not eligible to be paid out and must be used prior to November 1st of that year. Any carry-over banked time is required to be used by November 1st.
- vi. The Authority reserves the right to impose a cap on the total number of hours banked.

ARTICLE - 16 - MEAL AND REST PERIODS

- 16.1 An employee shall be entitled to a paid lunch period of one-half hour approximately midway through their shift and will also be entitled to a ten (10) minute rest period in each half of their shift.
- 16.2 An employee working nine (9) consecutive hours will receive a meal allowance of eleven dollars (\$11.00) effective April 1, 2003.

ARTICLE - 17 - HOLIDAYS

17.1 The following will be recognized as holidays:

- New Years Day
- President's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- July Fourth
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

17.2 An employee who has acquired seniority and who is not on layoff or leave of absence will be paid for a holiday at the amount of eight (8) times their regular hourly rate of pay provided they work their last scheduled shift before and their first scheduled shift after the holiday and work their scheduled hours on the holiday, if they are scheduled to work; provided that when an employee who is not on leave of absence or lay-off is absent from work on any such shifts and such absence is excused by the Authority, they shall not lose their pay for the holiday. If an employee is absent from work on any such shifts due to their being ill, they shall not lose their pay for the holiday if they satisfy the Authority, when requested to do so, that their absence was due to such illness.

17.3 If an employee works on any of the said holidays he shall be paid for the holiday plus time and one-half his regular hourly rate for all hours worked by him on such holiday. All hours worked in excess of eight (8) on a holiday shall be paid at the rate of double time and one-half.

17.4 If one of the said holidays occurs while an employee is on vacation, they will be paid, in addition to their vacation pay, and in lieu of the holiday, at the amount of eight times their regular hourly rate of pay or be given their first scheduled day off after their vacation in lieu of said holiday. An employee shall notify the employer of his decision regarding the holiday referred to in this article at least fourteen (14) calendar days prior to the first day of his vacation.

17.5 In the Maintenance and Trades classification, when a holiday falls on a Saturday or Sunday, the holiday will be observed on Monday. However, the employee has the

option of working that Monday so long as he advises the Authority of his intention to do so at least fourteen (14) days prior to the day in question. If the Monday is worked the employee would be paid at straight time and can either be paid for the holiday or bank the time.

ARTICLE - 18 - VACATIONS

18.1 A full time employee who, on the first day of March in each year has the length of service shown below, shall be entitled to the corresponding vacation with pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay Entitlement is paid at the employee's regular straight time hourly pay rate</u>
More that 1 year and less than 5 years	Two (2) Weeks	80 hours (effective March 1, 2003)
Five (5) years	Three (3) Weeks	120 hours
Ten (10) years	Four (4) Weeks	160 hours
Fifteen (15) years	Five (5) Weeks	200 hours
Twenty (20) years	Six (6) Weeks	240 hours
Twenty-five (25) years	Seven (7) Weeks	280 hours (effective April 1, 2002)
Thirty (30) years	Eight (8) Weeks	320 hours (effective April 1, 2002)

Part-time employees will receive one (1) week (twenty-four hours) paid entitlement after one (1) year of service.

18.2 An employee who is entitled to vacation may take unlimited weeks for the period commencing the last full week in May through the first full week in October, subject to the Authority maintaining a qualified workforce.

18.3 The Authority agrees to continue to post the schedules for the selection of vacation dates approximately January 1 of each year. Subject to the Conditions and qualifications contained in the following sentences in this sub-section, employees with the greatest seniority shall be given the choice of vacation dates, subject to the Authority's right to maintain a qualified work force.

For the period containing the last full week of May through the first full week in October and subject to the above, up to eight (8) toll/traffic employees, two (2) janitorial employees, and two (2) maintenance employees may be on vacation in any one (1) week.

For the period containing the last full week before Christmas week through New Years week and subject to the above, up to five (5) toll/traffic employees, two (2) janitorial employees and two (2) maintenance employees may be on vacation in any one (1) week effective for the vacation year commencing in the current vacation year.

For the remainder of the year two (2) toll/traffic employees, two (2) janitorial employees, and two (2) maintenance employees will be permitted to be on vacation in any one week and subject to the above.

Immediately after February 1, the Authority agrees to contact each employee for the purpose of securing the vacation dates from those employees who have not previously made a selection. The finalized schedule shall be posted on or before March 1 of each year.

- 18.4 Any full-time employee entitled to three (3) or more weeks vacation may choose not to take the vacation and will be paid for vacation time not taken to the following limits:

Three (3) weeks - entitlement - one (1) week;

More than (3) weeks - entitlement - up to fifty percent (50%) in complete weeks only;

The option must be made prior to the final posting of the vacation schedule. Options chosen may not be changed;

Time of payment must be determined with the vacation selection.

- 18.5 After the vacation schedule is posted only one change per employee will be permitted. At that time any or all of the employee's scheduled weeks may be changed. When employees switch vacation periods only the initiator of the change will be charged. Additional changes may be made with the approval of the Authority.

- 18.6 An employee may schedule eighty (80) hours of his/her vacation as individual day

(eight (8) hour shifts) provided that all hours in excess of forty (40) hours are taken between the last full week of May through the first full week of October subject to the following:

- (a) The Authority's right to maintain a qualified work force.
- (b) Requests must be made at least fifteen (15) days prior to the requested time off.
- (c) The employee must indicate by February 1st each year of his/her intention to use single days of vacation.
- (d) Single Vacation Days will not be paid in advance.
- (e) Unused days under this Article will be paid off in the second pay period of the following March after the vacation year.

ARTICLE - 19 - RATES OF PAY AND JOB CLASSIFICATIONS

- 19.1 The job classifications and rates of pay shall be as set out in Schedule "A" to this Agreement.

ARTICLE - 20 - UNIFORMS

- 20.1 The Authority will continue to supply uniforms and rainwear to permanent employees subject to proven damage or loss caused by employee negligence.
- 20.2 The Authority will reimburse each employee (excluding temporary employees) for the purchase of approved safety shoes, upon presentation of a receipt to cover it. Effective April 1, 2003 employees will receive up to one hundred and twenty-five dollars (\$125.00); effective April 1, 2004 up to one hundred and thirty dollars (\$130.00); effective April 1, 2005 up to one hundred and thirty-five dollars (\$135.00) upon presentation of a receipt to cover it.

NOTE: There will be no retroactivity for allowances.

ARTICLE - 21 - BULLETIN BOARDS

- 21.1 The Authority will supply bulletin boards upon which the union may post notices of meetings of the employees, elections of Union officers and officials, recreational and social events. Material other than such notices will be submitted to the Authority for

approval prior to being posted. Bulletin boards will be located at the Maintenance Shop lunchroom and in the Administration Building lunchroom.

ARTICLE - 22 WELFARE PLAN

22.1 Particulars of the welfare plan are set forth in "Schedule B" to this Agreement.

ARTICLE - 23 -APPLICATION OF CANADIAN RATES

23.1 In the event that an employee who is covered by this agreement performs any work on the Canadian side of the Bridge at the request of the Authority, he shall be paid in United States funds for all such work done at the rate per hour which is regularly payable to an employee of the Authority on the Canadian side of the Bridge for such work, and in calculating the amount of such payment, the United States dollar shall be deemed to be at par with the Canadian dollar.

23.2 In any event, employees on the United States side of the Bridge may perform work on the Canadian side of the Bridge and employees on the Canadian side of the Bridge may perform work on the United States side of the Bridge provided that no such interchanges of employee shall be used to deprive any employee of his regularly scheduled working hours.

ARTICLE - 24 - EXTRA CONTRACT AGREEMENTS

24.1 The Authority agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE - 25 - LEGISLATION

25.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by an amendment of law or by providing the additional funds therefore shall not become effective until appropriate legislative body has given approval.

ARTICLE - 26 - SAVINGS CLAUSE

26.1 Should any valid Federal or State Law or final determination of any Board or Court of competent jurisdiction affect any provision of this contract, the provision or provisions so affected shall be made to conform to such law or determination and otherwise this contract shall continue in full force and effect.

ARTICLE - 27 - GENERAL

- 27.1 Except under emergency conditions or for the purposes of training or instruction, supervisory employees shall not work in any job which is currently being performed by employees in the bargaining unit, if such would cause the layoff of an employee in the bargaining unit or would reduce the availability of overtime to any employee in the bargaining unit who normally performs such work.
- 27.2 The Authority agrees that employee savings will be forwarded to the Credit Union within one (1) week of the deduction.

ARTICLE - 28 - DURATION

- 28.1 This agreement shall be for a term commencing on the first (1st) day of April, 2002 and ending on the thirty-first (31st) day of March 2006, and thereafter from year to year unless either party gives notice in writing to the other not less than thirty (30) days nor more than sixty (60) days prior to the expiration date hereof, of that party's intention to terminate this Agreement or to negotiate revisions thereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 18th day of July 2003.

FOR THE UNION

Brian B. Masterson

Joseph A. Sarmento

Leo [Signature]

FOR THE AUTHORITY

[Signature]

[Signature]

Sen Matthew

THIS IS SCHEDULE "A" TO THE WITHIN COLLECTIVE AGREEMENT

- A.1 Current employees wage rates will change effective 4/1/02 by \$.66, 4/1/03 by \$.56, 4/1/04 by \$.58, and 4/1/05 by \$.71. Tradesperson will receive \$2.50 per hour increase on 4/1/03 and the stated increases for the remaining years of the contract.

Upon ratification of contract all current employees shall receive a one-time bonus of two thousand (\$2,000) dollars. This lump sum shall be a ratification bonus and as such this agreement must be ratified on or before April 30, 2003 in order for such bonus to be due and payable on May 14, 2003.

<u>Job Classifications</u>	<u>Effective 4/1/02</u>	<u>Effective 4/1/03</u>	<u>Effective 4/1/04</u>	<u>Effective 4/1/05</u>
Tradesperson *	\$23.09	\$25.59	\$26.17	\$26.88
Maintenance 1	\$22.09	\$22.65	\$23.23	\$23.94
Maintenance 2	\$22.44	\$23.00	\$23.58	\$24.29
Janitor	\$22.04	\$22.60	\$23.18	\$23.89
Toll/Traffic Officer **	\$22.58	\$23.14	\$23.72	\$24.43

Wage Progression Schedule

Effective upon date of ratification (February 11, 1999) new employees will be hired at eighty-five percent (85%) of the job classification for which they were hired. The schedule increases five percentage (5%) points a year until reaching the maximum rate after three (3) years.

<u>Job Classifications Effective 4/1/02</u>	<u>Start</u>	<u>After One year</u>	<u>After Two years</u>	<u>After Three years</u>
Tradesperson *	\$19.63	\$20.78	\$21.94	\$23.09
Maintenance 1	\$18.78	\$19.88	\$20.99	\$22.09
Maintenance 2	\$19.07	\$20.20	\$21.32	\$22.44
Janitor	\$18.73	\$19.84	\$20.94	\$22.04
Toll/Traffic Officer **	\$19.19	\$20.32	\$21.45	\$22.58

<u>Job Classifications</u> <u>Effective 4/1/03</u>	<u>Start</u>	<u>After</u> <u>One year</u>	<u>After</u> <u>Two years</u>	<u>After</u> <u>Three years</u>
Tradesperson *	\$21.75	\$23.03	\$24.31	\$25.59
Maintenance 1	\$19.25	\$20.39	\$21.52	\$22.65
Maintenance 2	\$19.55	\$20.70	\$21.85	\$23.00
Janitor	\$19.21	\$20.34	\$21.47	\$22.60
Toll/Traffic Officer **	\$19.67	\$20.83	\$21.98	\$23.14

<u>Job Classifications</u> <u>Effective 4/1/04</u>	<u>Start</u>	<u>After</u> <u>One year</u>	<u>After</u> <u>Two years</u>	<u>After</u> <u>Three years</u>
Tradesperson *	\$22.24	\$23.55	\$24.86	\$26.17
Maintenance 1	\$19.75	\$20.91	\$22.07	\$23.23
Maintenance 2	\$20.04	\$21.22	\$22.40	\$23.58
Janitor	\$19.70	\$20.86	\$22.02	\$23.18
Toll/Traffic Officer **	\$20.16	\$21.35	\$22.53	\$23.72

<u>Job Classifications</u> <u>Effective 4/1/05</u>	<u>Start</u>	<u>After</u> <u>One year</u>	<u>After</u> <u>Two years</u>	<u>After</u> <u>Three years</u>
Tradesperson *	\$22.85	\$24.19	\$25.54	\$26.88
Maintenance 1	\$20.35	\$21.55	\$22.74	\$23.94
Maintenance 2	\$20.65	\$21.86	\$23.08	\$24.29
Janitor	\$20.31	\$21.50	\$22.70	\$23.89
Toll/Traffic Officer **	\$20.77	\$21.99	\$23.21	\$24.43

* If the Authority hires persons in these job classifications who are apprentices under any applicable legislation, such persons shall be paid hourly rates of pay in accordance with such legislation.

- ** If a part-time employee has the equivalent of one (1) year (2080 hours) experience as a toll/traffic officer, such employee upon appointment to full time employment as a toll/traffic officer will receive the after 1 year of service rate for a toll/traffic officer.
- A.2 When an employee is assigned to do work underneath the main span of the bridge or approaches (being from and including Pier L in Canada to and including Pier C in the U.S.) they shall be paid a premium amounting to one dollar sixty-nine cents (\$1.69) per hour per hour effective April 1, 1994 for all time worked on such assignments in addition to their regular hourly rate of pay. Any employee required to perform work that requires scaffolds or ladders to heights of twenty-five (25) feet or more shall receive the same premium as stated above. This premium pay is excluded when using the electrical truck or similar apparatus.
- A.3 Probationary employees will be paid fifteen cents (\$.15) per hour less than the rate for the job classification in which the employee is hired.
- A.4 Wage progression not applicable to part-time employees. Part-time employees will receive annual increases the same as full time employees. Temporary employees shall be paid a rate as determined by the Authority.
- A.5 When a permanent employee is temporarily assigned to a job classification and there is a difference in the rate of pay between that job classification and their regular job classification, they shall be paid the higher of the two rates during such temporary assignment.
- A.6 There shall be no pyramiding of overtime or premium pay.
- A.7 An employee who accepts a position as Lead Hand will be paid two dollars (\$2.00) per hour above their regular rate of pay for all hours worked upon ratification of this agreement. An employee who accepts a position as Acting Supervisor will be paid three dollars (\$3.00) per hour above their regular rate of pay for all hours worked upon ratification of this agreement.
- A.8 When an employee works between the hours of 4:00 p.m. and 8:00 a.m., they will be paid a shift differential of one dollar (\$1.00) per hour effective April 1, 2003. A shift differential is a premium and will not form part of the basic pay rate.
- A.9 Employees shall be paid on Wednesday, bi-weekly, not later than 12:00 p.m. (noon) where practical, unless a paid holiday falls on Wednesday, in which case, the employee shall be paid one (1) day later.

Errors or discrepancies can be addressed with the Payroll Department and resolved on an individual basis.

- A.10 When a non-tradesperson performs the work of a tradesperson he or she will be paid a premium amounting to one dollar (\$1.00) per hour for all time worked in addition to their regular hourly rate of pay effective upon ratification of the contract.

THIS IS SCHEDULE "B" TO THE WITHIN COLLECTIVE AGREEMENT

So long as this agreement continues to operate, the Authority will continue:

B.1 Pension Plan

In addition to Social Security, the Authority pension plan shall be as more particularly described and set forth in the Pension Plan Regulations. The Authority's responsibility is limited to maintaining the pension in accordance with the regulations and existing legislation and in case of any dispute over the payment of benefits to an employee, but the Authority will use its best efforts to adjust and settle any such dispute.

Amendment to Article 1.6 of Pension Plan

"Credit Service" means the lesser of :

- (a) 30 years; and
- (b) in respect of a full-time Employee, the number of full years (with proportionate allowance for completed months) of Continuous Employment in the United States; or in respect of a part-time Employee, the number of full years (with proportionate allowance for completed months) of Continuous Employment in the United States after enrolling as a Member of the Plan.

Credited Service does not include any period of Continuous Service during which the member receives a monthly disability pension.

Amendment to Article 5.5 of the Pension Plan

Effective July 1, 1992 each Member who had retired prior to this date and is receiving a pension from the Authority will have his pension increased by an amount equal to the product of:

- (a) the Member's retirement pension from the Plan as in effect on December 1, 1989, and
- (b) a factor calculated as the average increase in the Consumer Price Index less 2% for each completed year from December 1, 1989 to the anniversary of such effective date in paragraph 1.

Amendment to the Pension Plan

Effective April 1, 1996 the Authority will contribute thirteen cents (\$.13) per hour based on hours worked to a maximum of 2080 hours annually per member for the following pension enhancement.

The plan provides supplementary pension of \$16.67 per month for each year of credited service up to a maximum pension of \$500.00 per month. The pension is payable to any member who retires after age fifty-five (55) with ten (10) years of credited service, beginning from his date of retirement and ending when the member is eligible for the full Social Security retirement benefit. The pension will be reduced in the same manner as the basic pension for those who retire between age fifty-five (55) and sixty (60) and will be unreduced for retirements on and after age sixty (60). Upon death or termination, benefits will be available from the pension plan under the same conditions which currently apply to the basic pension.

Pension Enhancement

1. Employee whose age plus credited service totals eighty-five (85) points or more at his/her retirement date, shall be entitled to an unreduced pension (minimum age fifty-five (55) to be eligible)
or
The Employee who attains age sixty (60) and has ten (10) years credited service shall be entitled to an unreduced pension.
2. The employee will also be eligible to receive an unreduced supplementary pension at the same time the basic pension commences, and the supplementary pension ceases when the member is eligible for the full Social Security retirement benefit.
3. A reduction of one quarter percent (1/4%) per month (three percent (3%) per year) will apply for early retirement prior to the unreduced basic and supplementary pension.

Cost-of- Living Adjustments

A cost-of-living adjustment will be applied on January 1, 1999, and on each January 1st thereafter, to pensions that have been in payment for one year, provided that there is sufficient surplus as described below.

The adjustment will be equal to fifty percent (50%) of the change in the

consumer price index (CPI) based on the average change in CPI over the twelve (12)-month period ending at September 30th of the prior year.

If the most recent actuarial valuation report reveals a surplus greater than two times the cost of providing one year of pension benefits to members (2 times the current service cost) then the amount of surplus in excess of this amount shall be used to provide cost-of-living increases, to the extent that sufficient surplus exists, in accordance with the above calculation.

Notwithstanding the above, cost-of-living adjustments shall not exceed five percent (5%) per annum. Furthermore, if benefit improvements occur in between actuarial valuation reports, then the cost of any such improvements shall be incorporated in the actuarial liabilities and current service cost, as applicable, for purposes of the above surplus calculation.

B.2 Employer Contributions to Life Insurance

The Authority agrees to Life Insurance of \$30,000 and A.D. & D. after one (1) year of service with the Authority in addition to the Teamster Plan for full time employees.

B.3 Retirement Benefits

Current employees will be provided with \$20,000 of life insurance or will be given \$10,000 subject to payroll taxes in lieu of life insurance coverage. The Authority will provide health and dental coverage for current full-time employees when they retire either through the Teamsters Plan or will revert to the HMOs.

Full time employees hired after date of ratification will receive retirement benefits in accordance with the collective agreement after completion of ten (10) years of service.

Full time employees hired after the date of ratification will receive \$10,000 subject to payroll taxes in lieu of life insurance coverage.

B.4 Group Medical Insurance

Replaced with the New York State Teamsters Council Health and Hospital Fund.

The Authority will participate in the New York State Teamsters Council Health and Hospital Fund with the contribution requirements for the insurance plan as described on the document attached as Exhibit "1." The contribution requirements for 2006 will be determined by the Fund Trustees. The parties

will modify the Participation Agreement Amendment to clarify that temporary employees hired in accordance with Section 8.1 of the collective bargaining agreement are not covered, and that the Authority is not required to make contributions for these temporary employees. The Authority's obligation to contribute to the New York State Teamsters Council Health and Hospital Fund will end on March 31, 2006, unless the parties have mutually agreed to continue participation in the Teamsters Fund six (6) months prior to that date. Should no agreement be reached at that time group medical insurance will revert to the benefits described in Schedule B.3 of the April 1, 1998 to March 31, 2002 Collective Bargaining Agreement.

B.5 Disability Benefits

In accordance with the New York State Teamsters Council Health and Hospital Fund.

B.6 Sick Leave Benefits

The Authority agrees to maintain a sick leave plan with accumulation of one hundred seventy-five (175) days maximum credit at the following rates:

	<u>Effective Date</u>	<u>Days</u>
Full-time	4/1/93	15

Payment of thirty-five percent (35%) or one point seven percent (1.7%) times years of service, whichever is the greater, of accumulation at the employee's regular straight time rate will be made upon termination.

Employees will be allowed to use sick leave for personal reasons as follows:

	<u>Effective Date</u>	<u>Days</u>
Full-time	4/1/93	8
Part-time	4/1/93	6

To assist in rescheduling, employees calling in sick with an indefinite return date must give the Authority at least twenty-four (24) hours notice of their intention to return.

It is required that at least fifteen (15) days advance written notification will be given prior to the use of any personal days. The Authority reserves the right to deny any request for the use of personal time in order to maintain a

qualified workforce. Approved or denied personal leave time shall be in writing to the employee. The Authority grants use of emergency personal leave. A doctor's certificate will not be required by the Authority for payment of sick leave, in the case of employee illness, for a period of absence of less than three (3) days.

Personal Days shall be counted from the first pay of the year to the last pay of the year.

B.7 Long Term Disability

The employer agrees to pay one hundred (100%) percent of the cost of a long-term disability plan to full time employees.

The main provisions of the long- term disability plan shall include:

- (a) Payments to commence after twenty-six (26) weeks of continuous total disability.
- (b) Sixty (60%) percent of the Employees normal monthly earnings, to a monthly maximum of three thousand five hundred (\$3,500.00) dollars until age 64 years and 26 weeks.

B.8 Insurance Carriers

The employer may change life insurance and L.T.D. carriers as required, providing any new plan must provide equivalent benefits or better.

B.9 Lay-off Benefits

If an employee is on lay-off status the Authority will provide health and dental benefits only for up to six (6) months.

Dated this 15th day of July, 2003

FOR THE UNION

Brian R. Pastore
Joseph B. Lavant
Leo [Signature]

FOR THE AUTHORITY

[Signature]
Deanne M. Boyles
Lee Matthews

MEMORANDUM OF AGREEMENT

1. That the rate of pay for comparable classifications be equal in the United States and Canada. The rates of pay refer to the regular hourly rate, shift differential, under time and lead hand payable in the funds of the respective payroll during the duration of the contract.
2. It is agreed that any apparent enhancements in health coverage presently carried, will be jointly investigated and presentations arranged for the employees if deemed appropriate.
 - (a) The cost of any enhancements greater than the existing cost for the comparable coverage will be the responsibility of the employee
3. The Authority offered the Union a wage increase of thirty eight cents (\$.38) per hour effective April 1, 1996. At the Union's request the Authority contacted the pension plans actuary and will amend the pension plan to provide a supplementary pension effective April 1, 1996 as specified in Schedule B.1. Amendment to the Pension Plan
4. Labor/Management Committee

The purpose of this Committee shall be to provide a forum to discuss and attempt to resolve matters of mutual concern.

The Authority's Human Resource Manager along with the Facilities Manager shall meet with Local 375 representatives monthly for the purpose of discussing and attempting to resolve matters of mutual concern. The parties shall exchange a written agenda no later than five (5) days before the scheduled date of the meeting. At the time of the meeting, additional matters for discussion may be placed on the agenda by mutual agreement. Nothing contained herein shall prevent a representative of the Authority and Local 375 representatives from meeting more frequently or less frequently than provided herein upon mutual consent.

The results of a Labor/Management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement.

5. Safety and Health Committee

The Authority and Local 375 remain committed to providing and maintaining safe working conditions that will safeguard employees in an effort to eliminate the potential of on-the-job injury-illness and resulting Workers' Compensation claims.

The Authority and Local 375 will cooperate in the identification of safety hazards, will work mutually toward their elimination or control and strive to ensure compliance with safety guidelines and policies established in the interest of providing a safe and healthful workplace.

The Safety and Health Committee shall consist of three (3) representatives appointed by the Authority and three (3) representatives appointed by Local 375. The Chairperson of the Committee shall alternate between the Authority and Local 375 each month.

The purpose of this Committee shall be to review and discuss matters of mutual concern in the areas of safety and health in a proactive fashion. The Committee is not intended to be policy making or regulatory in nature, rather, it is intended to be advisory on matters of employee safety and health.

6. Through this Memorandum of Understanding (MOU) it is agreed to and understood that members of Local 375 of the Teamsters shall have the right to participate in the Authority's Deferred Compensation Plan.
7. If toll relocation occurs the Authority will address this with Local 375 prior to any determinations being made.